



**CITY OF MESA, ARIZONA**

**Contractor Name**

**JOB ORDER MASTER CONTRACT**

**CONTRACT NO. \_\_\_\_\_**



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## EXHIBITS

- A – STANDARD FORM OF JOB ORDER (2 PAGES)
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- E – CONTRACTOR'S BID SCHEDULE (      PAGES)
- F – JOC GMP SUMMARY (1 PAGE)



**City of Mesa, Arizona  
Engineering Department**

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**JOB ORDER MASTER CONTRACT**

**PROJECT NO.:** \_\_\_\_\_

THIS CONTRACT is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between City of Mesa, an Arizona municipal corporation, hereinafter called ("City") and the "Contractor" designated below:

City and Contractor agree as follows:

**ARTICLE 1 – PARTICIPANTS AND JOB ORDER CONTRACTING ARRANGEMENT**

**1.1 PARTIES**

**CITY:**                      **City of Mesa**  
                                 **Project Manager:**  
                                 **Telephone:**  
                                 **E-mail:**

**CONTRACTOR:**      **(Name)**  
                                 **(Address)**  
                                 **Arizona ROC No.:**  
                                 **Federal Tax ID No.:**  
                                 **Representative:**  
                                 **Telephone:**  
                                 **E-mail:**

(Prior to execution of the Contract, Contractor must provide to City's Engineering Department its Contractor's License Classification and number and its Federal Tax I.D. number.)

## **1.2 OVERVIEW OF JOB ORDER CONTRACTING UNDER THIS CONTRACT**

- 1.2.1 This Contract establishes an indefinite delivery, indefinite quantity, Job Order Contract for such Construction services within the scope of this Contract as City may request from time to time by issuance of an individual Job Order for each Project. Unless otherwise specified in a specific Job Order, Job Orders generally will not include Design Services and that where Design Services are necessary, City will provide them under separate contract. There will be a separate Job Order for each Project that will describe the Work to be provided by Contractor for that Project. There may be multiple Projects and therefore multiple Job Orders under this Contract.
- 1.2.2 The amount to be paid by the City for the Project under each Job Order is the Contract Price for the Job Order. The Contract price includes the Contract price for the Work. The Contract Price for any Job Order may be either a Fixed Price or a Guaranteed Maximum Price (GMP), subject to the following.
- (a) The Contract Price for each Job Order shall not exceed \$1,500,000.00, including any Change Orders. Therefore, to allow for any potential Change Orders, the maximum initial amount of each Job Order will normally not exceed \$1,300,000.00. The expectation for this Contract is that the majority of Job Orders will be less than \$1,300,000.00.
  - (b) The cumulative sum of the Job Orders performed by Contractor during any twelve (12) month term shall not exceed \$ \_\_\_\_\_ (amount to be determined based upon expected work).
  - (c) There is no limit on the number of Job Orders that City may issue to Contractor during any twelve (12) month term of this Contract or during the entire period this Contract is in effect.
  - (d) Contractor may not refuse any Job Order under this Contract properly issued by City, unless Contractor legitimately claims in writing that the scope of work is poorly defined or hazardous to health or safety.
- 1.2.3 City shall have the right to perform work of the types included in this Contract itself or to have other Contractors perform such work. In addition, as to any Job Order, City may elect to have Design Services provided by City's internal consultants or by independent Design Professionals. Such action by City shall not be a breach or otherwise violate the Contract Documents.
- 1.2.4 This Contract does not obligate or require City to offer any Job Order to Contractor, no Contract in relation to any specific Work being entered into until a Job Order therefore has been fully executed by City and Contractor.

## **1.3 SCOPE OF WORK UNDER THIS JOC CONTRACT**

This Contract is for a broad range of maintenance, repair and minor construction work on real property. The scope of this Contract will be to provide construction services, including minor associated incidental design services, for a broad range of City renovation and construction projects and will include a variety of trades, such as:

(PM – Add typical expected trade such as “carpentry, roofing, excavation, interior/exterior electrical, steam fitting, HVAC, plumbing, sheet metal, painting, fencing, asbestos and lead abatement, demolition, environmental clean-up (incidental to the work), concrete, masonry, welding, landscaping and other work as deemed necessary).

This Contract will include, but not be limited to:

(PM – add general outline to define the general scope of work included in the contract such as “the complete scope of interior and exterior work on building and structures such as remodel/renovation of existing facilities and buildings, miscellaneous building improvements involving HVAC, electrical, plumbing, carpentry, masonry, and demolition (including asbestos abatement), pool rehabilitations and demolitions, playground improvements, installations, and renovations, basketball and tennis court rehabilitations, irrigation installation and improvements, and landscaping work.”)

## **ARTICLE 2 – CONTRACT DOCUMENTS**

### **2.1 CONTRACT DOCUMENTS**

2.1.1 The Contract between City and Contractor shall consist of the following Contract Documents:

1. This Contract (including the Exhibits A – D hereto):
2. General Conditions, dated \_\_\_\_\_, and General Conditions Appendices, incorporated by reference.\* If the General Conditions and General Conditions Appendices are updated during the Contract Time of this agreement, the most recent version applies.
3. For each individual Project, the Job Order therefore, including the Exhibits thereto:

Exhibit A – Scope of Work;  
Exhibit B – Unique Insurance and/or Bond Requirements (if any);  
Exhibit C – Unique Government Provisions Compliance (if any);  
Exhibit D – Project Specific Provisions and Project Plans and Specifications;  
Exhibit E – Contractor’s Bid Schedule NOT USED; and  
Exhibit F – JOC GMP Summary

\* <http://mesaaz.gov/business/engineering/engineering-contracts>

2.1.2 **Conflicts.** In the event of conflicts in terms between a specific Job Order, this Contract and/or the General Conditions or appendix thereto, the specific Job Order, and then this Contract shall control.

### **2.2 DEFINITIONS**

The definitions in Section 2 and 16.1 of the General Conditions apply to all the Contract Documents, including this Agreement. Additional definitions or defined terms applicable to all the Contract Documents for a specific Project, if any, will be included in each Job Order.

### **2.3 JOB ORDERS UNDER THIS CONTRACT**

2.3.1 During the Term of this Contract, City will issue an individual Job Order proposal request to Contractor for each Project. The process for Job Order development is set forth in Section 16.2 – 16.3 of the General Conditions.

2.3.2 In addition, the general operating procedures are outlined in the following manuals:

- (a) Job Order Contract Department Operating Manual for City; and
- (b) Job Order Contract Department Operating Manual for Contractor.

2.3.3 Each Job Order shall be in the form attached as Exhibit A hereto and shall not be effective or binding until fully executed by all parties.

### **2.4 JOB ORDER DEVELOPMENT PROCESS**

2.4.1 The general steps for development of a Job Order are:

- (a) When City identifies a need for performance of a Project under a Job Order; City will issue an RFP (as set forth in Section 16.3 of the General Conditions) to Contractor and also advise Contractor of the nature of the Work to be done. At the same time, City will advise the Contractor if Design Services are required and how those services will be provided. Within two (2) calendar days of receipt of this notification, Contractor will:

- (i) Visit the proposed site of the Project with City designated representatives; and,
- (ii) Arrange with City to further define the scope of the needed Project.

Contractor shall thoroughly acquaint itself with all available information concerning the conditions of the Work under each Job Order and is responsible for correctly and fully estimating the difficulty of performing the Work, the actions required to perform the Work and the cost of successfully performing the Work under each Job Order.

- (b) City will arrange for any needed Design Services to produce the Drawings and Specifications, with a copy to City and a copy to Contractor. Design Services will not begin until the scope of Design Services is approved by City. The Drawings and Specifications developed by the Design Services are subject to approval by City. If there are no Design Services, City will develop Drawings and Specifications consisting of a line drawing and a written description of the contemplated Work.

- (c) Upon establishment of the scope of the needed Project, Contractor will prepare its proposal for accomplishment of the Project under either a Unit Price Book (UPB) or a GMP, as determined by the City.

- 2.4.2 Additional procedures and requirements for the Job Order development process, including submittal of Contractor's Job Order Proposal and pricing, are set forth in Sections 16.3 – 16.4 of the General Conditions.

## **2.5 ISSUANCE OF JOB ORDERS**

- 2.5.1 Upon award of a Job Order, a signed copy of the Job Order will be mailed or electronically forwarded to Contractor. Failure by Contractor to pick up or receive the mailed or electronic orders shall not relieve Contractor from the obligation to complete the Work under the Job Order in accordance with the Job Order.

- 2.5.2 The Contract duration starts with the date on the NTP letter.

## **ARTICLE 3 – PRE-CONSTRUCTION AND DESIGN SERVICES**

### **3.1 PRE-CONSTRUCTION SERVICES**

Costs for Pre-Construction Services are included in Contractor's overhead (G&A) for GMP Job Orders as provided in Exhibit F of this contract unless additional Pre-Construction Services are requested and contracted as a separate Job Order for specific Work as requested and approved by the City.

### **3.2 DESIGN SERVICES DURING CONSTRUCTION**

Contractor will also be required to provide incidental Design Services for all or a portion of the Work to be constructed under a specific Job Order. The Design Service shall be provided pursuant to Section 16.54 of the General Conditions. If consulting services for design and the preparation of Plans and Specifications are required; they will be paid for as a separate effort and is not to be included in the overhead (G&A). Normally, the City will obtain design services from a consultant or prepare design documents using City staff.

## **ARTICLE 4 – CONSTRUCTION SERVICES**

### **4.1 GENERAL**

- 4.1.1 Contractor agrees at its own cost and expense, to do all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, and within the Project Schedule.
- 4.1.2 Contractor shall provide quality control for all work under this contract. Quality control is considered part of the required work in each job order and separate payment shall not be made for this effort.
- 4.1.3 Contractor shall provide all of the labor and materials, and perform the Work in accordance with Section 4 and 16.6 of the General Conditions. Some, but not all, of the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.
- 4.1.4 At all times relevant to this Contract and performance of the Work, Contractor shall fully comply with all Laws, Regulations, or Legal Requirements applicable to City, the Project and the Contract, including, without limitation, those set forth on Exhibit C to this Contract and each Job Order.

### **4.2 CONTRACTOR'S PRE-CONTRACT AND PRE-WORK DELIVERABLES**

- 4.2.1 The Contractor will provide the Deliverables in accordance with Section 4.2 of the General Conditions.
- 4.2.2 Any additional items which Contractor must deliver to City prior to commencing the Work in the Job Order, if any, shall be set forth in the Job Order.

### **4.3 PRE-CONSTRUCTION CONFERENCE**

- 4.3.1 Contractor shall attend the Pre-Construction Conference in accordance with Section 4.3 of the General Conditions. Other Pre-Construction Conference requirements for a specific Job Order shall be set forth in each Job Order.
- 4.3.2 Contractor shall be responsible to host a one (1) day partnering session prior to issuing any Job Orders where all the key team members for Contractor and City will meet and develop a formal partnering agreement that establishes the operating norms for the Contract. The session shall be facilitated by an independent third party experienced in facilitating partnering meetings and agreements for construction contracts. The facilitator must be approved by City in writing prior to the partnering meeting. City will provide the meeting space for the session. This session is required for the Base Contract Period. Contractor is responsible for all costs associated with this session and is included in the Contractor's Coefficient.

### **4.4 PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)**

Contractor shall perform the Work in accordance with Section 4.4 of the General Conditions.

### **4.5 CONTROL OF THE PROJECT SITE**

Contractor shall control and maintain the Project Site in accordance with Section 4.5 of the General Conditions.

### **4.6 PROJECT SAFETY**

Contractor shall implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.

**4.7 MATERIALS QUALITY, SUBSTITUTIONS AND SHOP DRAWINGS**

Contractor shall provide materials testing and submit substitute materials and Shop Drawings in accordance with Section 4.7 of the General Conditions. Unique submittal requirements, if any, will be identified in each Job Order.

**4.8 PROJECT RECORD DOCUMENTS**

Contractor shall maintain and make available the Project Record Documents in accordance with Section 4.8 of the General Conditions.

**4.9 WARRANTY AND CORRECTION OF DEFECTIVE WORK**

Contractor shall provide warranties and correct defective Work in accordance with Section 4.9 of the General Conditions.

**ARTICLE 5 – CITY RESPONSIBILITIES**

**5.1** City shall have the responsibility, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.

**5.2** Additional services to be provided or responsibilities assumed, by City, if any, shall be listed in the Job Order.

**5.3** Additional information to be provided by City, if any, shall be listed in the Job Order.

**ARTICLE 6 – CONTRACT TIME**

**6.1 CONTRACT TERM**

This Contract has a base period of one (1) year and two option periods of one (1) year each that may be exercised if it is in the best interest of City to do so. Any exercise of any option to renew this Contract beyond the base period will only be effective upon written notice from the City.

**6.2 CONTRACT TIME FOR SPECIFIC JOB ORDERS**

**6.2.1** The Contract Time for each Job Order shall start with the Notice to Proceed (NTP) and end with a Final Acceptance, as set forth in Article 6.4 below. The Notice to Proceed will not be issued until prior approval and acceptance by City of the Job Order.

**6.2.2** The Contract Time is identified in the Job Order as the Contract Duration in terms of calendar days. Contractor agrees that it will commence performance of the Work after receiving an official NTP letter and complete the Project through Final Acceptance within the Contract Time.

**6.2.3** Time is of the Essence of this Contract, and each Job Order issued hereunder, for each Project, and for each phase and/or designed Milestone thereof.

**6.2.4** Failure to the part of Contractor to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of a specific Job Order and/or this Contract by City. The City will assess liquidated damages as described below.

**6.3 PROJECT SCHEDULE**

The Project Schedule shall be updated and maintained throughout Contractor's performance under a Job Order in accordance with Section 6.2 of the General Conditions.

**6.4 SUBSTANTIAL COMPLETION**

Substantial Completion shall be achieved no later than the Substantial Completion Date set forth in the Project Schedule. Substantial Completion shall be determined in accordance with Section 6.3 of the General Conditions.



## **6.5 FINAL ACCEPTANCE**

- 6.5.1 Final Acceptance will be achieved within the time period set forth in the Project Schedule.
- 6.5.2 Final Acceptance will be issued pursuant to Section 6.4 of the General Conditions.

## **6.6 LIQUIDATED DAMAGES**

- 6.6.1 **Optional Liquidated Damages.** City has the option to provide for the assessment of liquidated damages in relation to the Work to be performed under any specific Job Order. If liquidated damages may be assessed, that will be set forth in the specific Job Order.
- 6.6.2 Liquidated damages, if applicable, shall be calculated and assessed as set forth in Section 16.7 of the General Conditions.

## **6.7 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES ONLY**

- 6.7.1 Contractor and City waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:
  - 1. Damages incurred by City for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
  - 2. Damages incurred by Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
- 6.7.2 This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Contract. Nothing contained in the Article 6.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with Article 6.5 above.
- 6.7.3 Nothing herein shall be deemed to constitute a waiver of any other remedy available to City in the event of Contractor's default under this Contract prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which shall be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to City by Contractor.

## **ARTICLE 7 – CONTRACT PRICE**

### **7.1 CONTRACT PRICE**

- 7.1.1 In exchange for Contractor's full, timely, and acceptable performance and construction of the Work under a specific Job Order, and subject to all of the terms of this Contract, City will pay Contractor the Contract price, agreed to in each Job Order.
- 7.1.2 The Contract Price for each Job Order is all inclusive and specifically includes all fees, costs, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct the Work.
- 7.1.3 The value of Non Pre-Priced (NPP) Work under each Job Order issued pursuant to this Contract shall not exceed \_\_\_\_\_ % of the value of the pre-priced (UPB) Work under the Job Order. Job Orders may exceed this percentage if it is in the best interest of the City and the City Engineer provides approval for the amount.
- 7.1.4 The maximum overhead (G&A) and profit for each Job Order shall be in accordance with Exhibit F of this contract.

## **7.2 COSTS**

For any portion of the Work which, either through this Contract, specific Job Order, Change Order or otherwise, is performed and paid for on a cost, or time and materials basis, the costs which may be reimbursed to Contractor and/or chargeable against the Contract price shall be determined as set forth in Section 7.3 and 16.3-16.4 of the General Conditions.

## **ARTICLE 8 – PAYMENT**

- 8.1** If the Work under a specific Job Order is to be completed in less than (90) days, Contractor shall submit a single invoice, and payment thereon shall be made in a single lump sum payment, to the extent payment is actually and currently owed, in accordance with A.R.S. § 34-609, and subject to City's rights under Section 8 of the General Conditions.
- 8.2** If the Work under a specific Job Order is to be completed in ninety (90) days or more, payments shall be made to Contractor in accordance with Section 8 of the General Conditions.
- 8.3** City may agree if specific Job Orders to be completed in less than ninety (90) days to make monthly progress payments to Contractor in accordance with section 8 of the General Conditions.

## **ARTICLE 9 – CHANGES TO THE CONTRACT**

Changes to the Contract and/or Job Orders may be made in strict accordance with Sections 9 and 16 of the General Conditions.

## **ARTICLE 10 – SUSPENSION AND TERMINATION**

This Contract, and/or any specific Job Order, may be suspended and/or terminated in accordance with Section 10 of the General Conditions.

## **ARTICLE 11 – INSURANCE AND BONDS**

- 11.1** Contractor shall provide insurance as provided on the Exhibit B attached hereto, and such additional insurance as may be applicable under each Job Order, and in accordance with Section 11.1 of the General Conditions. Contractor shall provide proof of such insurance and all required endorsements in forms acceptable to City prior to commencing any Work under this Contract.
- 11.2** Contractor shall provide performance and payment bonds to City, in accordance with Section 11.2 of the General Conditions and A.R.S. § 34-610(A), to cover Job Orders issued under this Contract.
- 11.3 NOT USED**
- 11.4** Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to City will be a material breach and grounds for termination for cause of this specific Job Order and/or this Contract.

## **ARTICLE 12 – INDEMNIFICATION**

The Contractor shall have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

## **ARTICLE 13 – DISPUTE RESOLUTION**

Any claims or disputes relating to this Contract shall be resolved according to the dispute resolution process set forth in Section 13 of, and Appendix 8 to, the General Conditions.

**14.1** The miscellaneous provisions set forth in Section 14 of the General Conditions shall apply to the Contract.

Contractor's performance under each individual Job Order and this Contract shall be evaluated and measured as set forth in Section 14.17 of the General Conditions.

**“CITY”**  
**CITY OF MESA**

Title

## Title

**“CONTRACTOR”  
COMPANY NAME**

Title

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

SUBSCRIBED AND SWORN TO before me, the undersigned notary public,  
by \_\_\_\_\_, who was identified as the \_\_\_\_\_ of \_\_\_\_\_,  
on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission expires:

**EXHIBIT A – STANDARD FORM OF JOB ORDER**

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**Project Name:** \_\_\_\_\_

**Job Order No.:** \_\_\_\_\_ / **Project No.:** \_\_\_\_\_

**Job Order Master Contract No.:** \_\_\_\_\_, dated \_\_\_\_\_

**THIS JOB ORDER** is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Mesa, an Arizona municipal corporation ("City") and the "Contractor" designated below. This Job Order is entered into pursuant to and incorporates herein the terms and provisions of the Job Order Master Contract. This Job Order, including all of the Contract Documents and Exhibits, shall be the Contract between the parties for the Work.

City and Contractor agree as follows:

**CITY:**

**City of Mesa**  
**Project Manager:**  
**Telephone:**  
**Fax:**  
**E-mail:**

**CONTRACTOR:**

**(Name)**  
**(Address)**  
**Arizona ROC No.:**  
**Federal Tax ID No.:**  
**Contractor Representative:**  
**Telephone:**  
**Fax:**  
**E-mail:**

**DESIGN PROFESSIONAL:**

**(Name)**  
**(Address)**  
**Design Professional Representative:**  
**Telephone:**  
**Fax:**  
**E-mail:**

**PROJECT DESCRIPTION:**

**PROJECT SITE ADDRESS/LOCATION:**

**SCOPE OF WORK:** Attached Exhibit A

**CONTRACT DURATION:** \_\_\_\_\_ (Calendar Days)

**CONTRACT PRICE FOR WORK: Guaranteed Maximum Price/GMP of \$** \_\_\_\_\_.

**SUBSTANTIAL COMPLETION:** ☐ APPLIES ☐ DOES NOT APPLY

Substantial Completion shall be achieved no later than the Substantial Completion Date set forth in the Project Schedule. Substantial Completion shall be determined in accordance with Section 6.3 of the General Conditions.

**LIQUIDATED DAMAGES:** ☐ APPLY ☐ DO NOT APPLY

**Substantial Completion Liquidated Damages.** Contractor acknowledges and agrees that if Contractor fails to obtain Substantial Completion of the Work within the Contract Time, City will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, City and Contractor agree that if Contractor fails to achieve Substantial Completion of the Work within the Contract Time, City shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing from the Substantial Completion Date required under the Contract until the actual date of Substantial Completion:

**\$ per calendar day.**

**Final Acceptance Liquidated Damages.** For the same reasons set forth in Article 6.5.1 above, City and Contractor further agree that if Contractor fails to achieve Final Acceptance of the Work within the Contract Time, City shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing from the actual date of Substantial Completion or Final Acceptance as required under the Contract.

**\$ per calendar day.**

**MAG Liquidated Damages.** If no liquidated damages are specified in Articles 6.5.1 and/or 6.5.2 above, then the liquidated damages provisions in MAG § 108.9 shall apply.

City may deduct liquidated damages described in this Article 6.5 above from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable to City at the demand of City, together with interest from the date of the demand at the highest lawful rate of interest payable by Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Job Order through their duly authorized representatives and bind their respective entities as of the effective date.

**"CITY"**

**CITY OF MESA**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**ATTEST:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**"CONTRACTOR"**

**COMPANY NAME**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

STATE OF ARIZONA

)

) ss.

County of Maricopa

)

SUBSCRIBED AND SWORN TO before me, the undersigned notary public,  
by \_\_\_\_\_, who was identified as the \_\_\_\_\_ of  
\_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires:

\_\_\_\_\_

## **EXHIBIT B – INSURANCE REQUIREMENTS**

### **(4 PAGES, INCLUDING THIS PAGE) MINIMUM INSURANCE REQUIREMENTS**

**Some of the following requirements apply to only design professionals and some apply only to contractors. Requirements will be enforced based on the type of contract.**

Contractor/Design Professional shall obtain and submit to City before any Work is performed, certificates from the Contractor's/Design Professional's insurance carriers indicating the presence of coverages and limits of liability as follows.

The City only accepts the most recent version of ACORD® Certificate of Liability Insurance form with additional insured endorsements. The Builder's Risk policy (if required) and the Owners and Contractors Protective Liability (OCP) policy shall remain in effect during construction through the date of project Final Acceptance. The remainder of the insurance policies shall remain in effect during construction and through the one-year warranty period that follows project Final Acceptance, unless otherwise specified in contract documents. Proof of all required coverage(s) shall be provided by the Contractor/Design Professional.

Policy forms must include:

- A. Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions;
- B. Products and Completed Operations coverage. Contractor/Design Professional agrees to maintain this coverage for a minimum of 10 years following completion of the Contractor/Design Professional Work and to continue to name City as an Additional Insured for the entire 10-year period;
- C. Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted;
- D. Broad Form Property Damage coverage, including completed operations or its equivalent;
- E. An endorsement in a form acceptable to the City, naming City, any other party required to be named as an additional insured under the Contract Documents, and any other parties in interest as Additional Insured(s) under the coverage specified under Comprehensive General Liability or Commercial General Liability. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE;
- F. An endorsement in a form acceptable to the City, stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and except for any builder's risk property insurance coverage that may be purchased and maintained by City in connection with the Project, any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy;"
- G. Coverage SHALL BE on an "Occurrence" form. **"Claims Made"** and **"Modified Occurrence"** forms are not acceptable;
- H. Coverage to include general aggregate limits on a "per project" basis;

#### **1. Workers' Compensation (required for both Contractors/Design Professionals):**

Coverage A. Statutory Benefits

Coverage B. Employer's Liability

Bodily Injury by accident

\$1,000,000 each accident

Bodily Injury by disease

\$1,000,000 policy limit

Bodily Injury by disease

\$1,000,000 each employee



**2. Commercial Auto Coverage (required for both Contractors and Design Professionals):**

Auto Liability limits of not less than \$1,000,000 Combined Single Limit (Each Accident), combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto, All Owned, Scheduled, Hired, or Non-Owned."

If the Contract Documents require Contractor/Design Professional to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

**3. Commercial General Liability (required for both Contractors/Design Professionals):**

Each Occurrence Limit	\$1,000,000
Personal Injury/Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000

**4. Excess Liability:**

Umbrella or Excess Liability may be used to satisfy the above Auto and General Liability coverage requirements and limits to reach a total combined limit of:

Auto	Amount sufficient to cover difference in limits when compared to minimum coverage required.
Each Occurrence	Amount sufficient to cover difference in limits when compared to minimum coverage required.
Aggregate	Amount sufficient to cover difference in limits when compared to minimum coverage required.

**5. Professional Liability (required for Design Professionals only):**

(Applicable only to Design Professional services which are part of Work.)

Coverage provided must have no exclusion for design-build projects. Contractor/Design Professional must provide evidence of coverage for three (3) years beyond completion of the Project.

Coverage Amount: \$1,000,000 per claim/\$2,000,000 aggregate, unless higher coverage limits are required under the Contract Documents, in which case such higher limits shall apply.

**6. Pollution Legal Liability:** \$1,000,000 per Occurrence  
\$1,000,000 Aggregate Limit

(Applicable to any pollutants or hazardous waste exposures as part of Work, except for CMAR Pre-Construction services work.)

Contractor shall maintain insurance covering losses caused by pollution conditions (including mold) that arise from the Work.



**7. Builders Risk (if required, will be required for Contractors only):**

Contractor shall include in its Cost Proposal the cost to obtain builders risk or "all risk" or equivalent policy form coverage in the amount of the initial Contract Price. This required insurance coverage is required on projects that are typically outside the public rights-of-way whereby the City is constructing or modifying a public building. The City may, at the City's sole option, purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builders risk "all-risk" or equivalent policy form in the amount of the initial Contract Price, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. This insurance shall include interests of the City, Contractor and its subcontractors in the Project, and shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements. City shall bear the responsibility for the deductible for such coverage when a loss affects the Work, provided, however, to the extent such loss is attributable to the negligent or wrongful acts or omissions of Contractor or someone for whom Contractor is responsible, Contractor shall bear the responsibility of the deductible. Such property insurance will not cover any tools or equipment owned or rented by Contractor that will not be incorporated into the Project, including trailers, excavators, scaffoldings, or forms. Contractor is responsible for providing insurance coverage for such items.

**8. Owners and Contractors Liability Policy (OCP) (required for Contractors only):**

Owners and Contractors Liability Policy: Prior to the execution of the Contract the Contractor shall provide a separate policy of insurance in the amount of \$2,000,000, per occurrence, at its sole cost and expense, naming the City of Mesa, a Municipal Corporation and all its agents, representatives, officers, directors, officials and employees as the insured. The Policy shall be primary and not contributory to any insurance maintained by the City of Mesa and shall remain in effect through date of Final Acceptance.

**9. Other Requirements:**

- A. All policies must be written by insurance companies whose rating, in the most recent AM Best's Rating Guide, is not less than A-. All coverage forms must be acceptable to City.
- B. ACORD® Certificate of Liability Insurance form with the required endorsements evidencing the required coverages must be PROVIDED to the City prior to commencement of any Work. Failure of City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's/Design Professional's obligation to maintain such insurance. City shall have the right, but not the obligation, to prohibit Contractor/Design Professional or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by City.
- C. The policies shall provide waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. The following policies shall include Waiver of Subrogation endorsements:

Workers' Compensation  
Commercial Auto Coverage  
Commercial General Liability  
Pollution Legal Liability

- D. The following policies shall include Additional Insured endorsements:  
Commercial Auto Coverage  
Commercial General Liability  
Excess Liability  
Builders Risk
- E. Contractor/Design Professional shall be responsible for satisfying any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents to be provided by Contractor/Design Professional.
- F. City reserves the right, in its sole discretion, to require higher limits of liability coverage if, in City's opinion, operations by or on behalf of Contractor/Design Professional create higher than normal hazards and, to require Contractor/Design Professional to name additional parties in interest to be Additional Insureds.
- G. In the event that rental of equipment is undertaken by Contractor/Design Professional or any Subcontractor to complete and/or perform the Work, Contractor/Design Professional agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to protection against theft, fire, vandalism and use by unauthorized persons.
- H. In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor/Design Professional agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to protection against theft, fire, vandalism and use by unauthorized persons.
- I. If City elects to utilize an Owner Controlled Insurance Program ("OCIP") which provides coverage for the Work, the Contractor/Design Professional shall comply with all provisions of any such OCIP.
- J. Any additional provisions specific to the Project are attached. In the event of any conflict between the attached terms and the terms of this Exhibit, Contractor/Design Professional shall comply with the more stringent provisions.

If a policy does expire, a renewal certificate of the required coverage shall be sent to the City of Mesa not less than five (5) days prior to the expiration date or, if a policy is to be cancelled, changed or not renewed, a proper notice of such action shall be sent to the City not less than ten (10) days prior to any such action by the insurance company.

Notice shall be sent to:	City Engineer	or	Fax to 480-644-3392
	City of Mesa		Attention: City Engineer
	P.O. Box 1466		
	Mesa, AZ 85211-1466		

**EXHIBIT C – STANDARD COMPLIANCE WITH  
SPECIFIC GOVERNMENT PROVISIONS**

*(Each Job Order will identify these requirements when appropriate for the work in the Job Order.)*

**NOTE TO PROJECT MANAGER & CONTRACT SERVICES SPECIALIST –**

**The City must comply with specific government provisions. These provisions must be reviewed and approved by the Contract Services Specialist (CSS). In addition, the CSS is to confirm funding for this project.**

## **EXHIBIT D – STANDARD PROJECT SPECIFIC PROVISIONS FOR JOB ORDER CONTRACTS**

**NOTE TO PROJECT MANAGER & CONTRACT SERVICES SPECIALIST** – Include the most recent version of the Project Specific Provisions document *in its entirety*.

The attached Project Specific Provisions will apply, as specified in each job order.

**EXHIBIT E – CONTRACTOR’S BID SCHEDULE**

Bid Schedule

**NOT USED**

**(Use general scope of Contract here)** Job Order Contract (JOC) for City of Mesa (City)

ITEM NO.	PART A: CONTRACTOR’S Unit Price Book COEFFICIENT’S	CONTRACTOR’S COEFFICIENT
1	Coefficient for Unit Price Book Job Orders (normal work hours)	NOT USED
2	Coefficient for Unit Price Book Job Orders (other than normal work hours)	NOT USED
3	Coefficient for Unit Price Book Job Order Non pre-priced work	NOT USED

ITEM NO.	PART B: Supplemental Items for Unit Price	Base Rate Only
4	Mesa Police officer per hour rate	\$40.00

**Notes to Bid Schedule:**

1. All Job Orders shall be priced using the coefficients in this schedule.
2. Specific criteria for what is in the coefficients are outlined in the contract.
3. Job Orders will normally be issued on a Lump Sum basis. In some situations, all or part of a Job Order may be issued on a not to exceed (NTE) basis and be identified in that Job Order.
4. “Priced for base rate only” in Part B means that the prices are for labor, materials and equipment rental and the appropriate coefficient will need to be applied to these items.
5. Allowances identified in each Job Order will not be considered as non-pre-priced work.